

A G R E E M E N T

Between:

Jersey City, City of  
CITY OF JERSEY CITY

(Hudson County, New Jersey)

and

JERSEY CITY FIRE OFFICERS ASSOCIATION,Local 1064, IAFF, AFL-CIO

✓ July 1, 1982 through June 30, 1987

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PREAMBLE

THIS AGREEMENT entered into this     day of 198. , by and between the CITY OF JERSEY CITY, (hereinafter referred to as the "City"), in the County of Hudson, New Jersey, a Municipal Corporation of the State of New Jersey, and JERSEY CITY FIRE OFFICERS ASSOCIATION, LOCAL 1064, IAFF, AFL-CIO, (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargainable issues between the City and the Association. The terms "Fire Officer" and "Employee" shall be used interchangeably in this Agreement and the term "male" shall refer to male and female as well. In addition, the term "Association" and "Union" shall be used interchangeably in this Agreement.

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the Association to the end that continuous and efficient service will be rendered to and by both parties, for the benefit of both;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I  
UNION RECOGNITION

A. The City hereby recognizes the Union as the sole and exclusive representative of all uniformed employees above the rank of Fire Fighter, of the Division of Fire, for the purposes of bargaining with respect to hours, wages and other terms and conditions of employment under Chapter 303 of the laws of 1968.

B. Effective February 1, 1984, it is agreed that the titles of Chief and Deputy Chief will no longer be included within the bargaining unit as set forth above. The Unit will consist of the ranks of Captain, Battalion Chief, Supervisor of Apparatus and Chief of Fire Prevention, only.

## ARTICLE II

### MAINTENANCE OF STANDARDS, HIGHEST MINIMUM STANDARDS

A. All conditions of employment relating to employment, hours of work and general working conditions presently in effect which are department-wide (universal) in nature shall be maintained, except as qualified, modified, expanded or decreased by this Agreement.

B. Proposed new rules or modifications of existing rules governing working conditions which are discussed in this Agreement or which are referred to in this Agreement as being Department-wide (universal) in nature shall be negotiated with the duly authorized representatives of the Union before they are established.

ARTICLE III  
UNION PRIVILEGES

A. Authorized representatives of the Union, not to exceed three (3) at one time, shall be allowed to visit the Fire Headquarters, fire stations, training school and Director of Fire and Safety Service's Office for the purpose of ascertaining whether or not this Agreement is being violated. This right shall be exercised reasonably. Upon entering the premises, the authorized representative(s) shall notify the Department Head, or in his absence, his authorized representative. He shall not interfere with normal conduct of work within the Department.

B. The President of the Association, or in his absence his designee, shall be assigned to special duty day tour, and except in emergencies, shall be entitled to administer and enforce the provisions of this agreement. The President, or his designee, will report their location by telephone to the office of the Chief.

C. Fire Officers (not to exceed seven (7)), who are elected officers, delegates, trustees and/or alternatives of the Union, shall be granted time off to attend conventions that are authorized by state law, providing department operations are not impeded by the granting of such request. In addition to the foregoing, Fire Officers (not to exceed four (4) who are elected officers, delegates, trustees and/or alternates of the Association, upon approval of the Director of Fire and Safety Services, or his designee, be given time off to attend Seminars which, in the discretion of the Director

### ARTICLE III (Cont'd)

#### UNION PRIVILEGES

of Fire and Safety Services are of value to the Department or the Association. The request shall not be arbitrarily or unreasonably denied.

D. Two (2) members of the Union shall be granted time off to attend State Legislative sessions, when bills affecting the welfare of the Union are on the agenda.

E. The negotiating committee of the Union, not to exceed six (6) men in number, shall be excused from regular duty to attend such negotiating sessions as are mutually scheduled by the parties to occur during the normal work time of any members of said Association negotiating committee, and shall suffer no loss of regular pay thereby.

F. The Association shall be provided with bulletin boards in each station or facility and departmental headquarters, for the posting of Association notices or other appropriate materials. Such boards shall be identified with the name of the Association and the Association may designate persons responsible thereof. A copy of all such notices of other materials shall at the time of its posting be sent to the Director of Fire and Safety Services or his designee, and he shall retain the right to have such notices of other materials removed, which are detrimental to the good order of the Department.

#### ARTICLE IV

##### EXTRA CONTRACT AGREEMENTS

A. The City agrees not to enter into any other Agreement or contract with its employees, as defined in Article I covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE V

LEAVE OF ABSENCE

A. A leave of absence without pay may be granted to any permanent Fire Officer who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

B. Any Fire Officer on Leave of Absence shall have his/her vacation, compensatory time off, and holiday pay pro-rated to reflect the period of time off during the leave.

## ARTICLE VI

### DUES CHECK OFF AND REPRESENTATION FEE

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the City Comptroller provided that any authorization cards previously furnished to the City shall be relied upon for check-off purposes. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City.

D. Pursuant to Chapter 295 of the Laws of 1977, the City will not deduct dues from the salaries of any employees in the negotiating unit for an organization other than the Union. Further, the City agrees to terminate all existing dues deductions from unit members for organizations other than the Union on the July 1

ARTICLE VI (Cont'd)

DUES CHECK OFF AND REPRESENTATION FEE

following a request to do so by the Union.

E. REPRESENTATION FEE

1. Purpose of Fee

If a Fire Officer does not become a member of the Union on or after the execution of this Agreement, said employee will be required to pay a representation fee to the Union. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Amount of Fee

(a) Notification

The Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

(b) Legal Maximum

In order adequately to offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the date of such legislative change.

ARTICLE VI (Cont'd)

DUES CHECK OFF AND REPRESENTATION FEE

(a) Notification

Once during each year covered in whole or in part by this agreement, the Union will submit to the City a list of those Fire Officers who have not become members of the Union. The City will deduct from the salaries of such employees, in accordance with paragraph (b) below, the full amount of representation fee and promptly will transmit the amount so deducted to the Union.

(b) Payroll Deduction Schedule

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks to each Fire Officer on the aforesaid list. The deductions will begin with the first paycheck paid:

- (1) 10 days after receipt of the aforesaid list by the City; or
- (2) 30 days after the Fire Officer begins his employment in a bargaining unit position.

(c) Termination of Employment

If a Fire Officer who is required to pay a representation fee terminates his employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said Fire Officer during the membership year in question.

(d) Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the

ARTICLE VI (Cont'd)

DUES CHECK OFF AND REPRESENTATION FEE

transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the Union, as provided in Article VI of this Agreement.

(e) Changes

The Union will notify the City in writing of any changes in the list provided for in paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the City received said notice.

(f) New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the City will submit to the Union, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

(g) Indemnification

The Union will indemnify, defend and save the City harmless against any and all claims, demands, suit or other forms of liability that will arise out of or by reason of action taken by the city in accordance with the instructions of the Union pursuant to this Article.

ARTICLE VII  
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

## ARTICLE VIII

### WORK WEEK

A. The normal work week for line Fire Officers shall consist of 42 hours per week based on a four (4) platoon system; shifts consisting of ten hours during the day tour (8:00 a.m. to 6:00 p.m.) and a fourteen hour (14) hour night tour (6:00 p.m. to 8:00 a.m.), over an eighth week cycle.

B. The normal work week for specially assigned detail Fire Officers shall consist of a 35 hour work week, based on a seven (7) hour day tour between the hours of 8:00 a.m. and 4:00 p.m.

C. The normal work week for Fire Officers assigned as Communications Officers, with the exception of the Officer in charge of Communications (who shall be considered on special assignment), shall consist of 33.6 hours per week.

D. Effective until July 1, 1983, All Fire Officers shall be paid at the rate of double time for the last two hours worked of their normal work week, or a total of two (2) additional hour's compensation, at the rate determined by dividing their annual salary by fifty two (52) times the number of hours in their normal work week.

E. All Fire Officers shall be compensated at the rate of time and one-half (1-1/2) the regular straight time rates for over-time worked in excess of their normal day or night tour:

1. For the purpose of this Article, any part of one hour shall be considered a full hour, and shall continue to be administered as per present practice.

ARTICLE VIII (Cont'd)

WORK WEEK

2. Fire Officers are not to be considered relieved from duty until fifteen (15) minutes after they return to quarters.
3. In addition to subsection 2 above, all Fire Officers shall be accorded fifteen (15) minutes to prepare reports, with the exception of the incident report and journal entries after they return to quarters.
4. All overtime will be authorized by the Chief of Department, or his designee.
5. Present overtime practice will continue unless otherwise agreed to by the parties.

F. Recall: If a Fire Officer is recalled to duty, he shall receive a minimum guarantee of four (4) hours of overtime at time and one-half (1-1/2) the regular straight time rate.

G. An Accurate record shall be kept of all overtime worked by Fire Officers and submitted through proper channels.

H. Mutual aid: Where Mutual Aid mandates recall of Fire Fighters, the City shall recall one (1) officer, a Captain or a Lieutenant to be alternately called for every five (5) Fire Fighters recalled, plus a minimum of one (1) Battalion Chief and one (1) Deputy Chief when twenty-five (25) or more Fire Fighters are recalled.

I. All overtime shall be paid monthly for the preceding period (i.e., January in March, February, and April, etc.). If the City develops the capability to pay this sooner, it shall do so.

ARTICLE VIII (Cont'd)

WORK WEEK

J. All Fire Officers shall be paid a minimum of three (3) hours at time and one-half (1-1/2) their regular hourly rate for court appearances when this Service is performed on other than their normal scheduled tour of duty.

K. All Fire Officers working between the hours of 1600 and 0800 shall receive in addition to their normal wages a night differential of fifteen cents (.15) per hour.

L. A Fire Officer will be granted forty-eight (48) hours off with pay after donating blood to members of his immediate family as defined in Article XIX paragraph A, or to a fellow fire fighter, as approved by the Director. This shall not apply to the Fire Department Blood Bank.

## ARTICLE IX

### SALARIES

A. All Fire Officers will receive base salaries in accordance with the following schedule in 1982:

Lieutenant	\$25,420
Captain	28,052.
Battalion Chief	30,684.
Supervisor of Apparatus	30,684.
Deputy Chief	35,949.
Chief of Fire Prevention	35,949
Chief of Fire	38,581.

B. All Fire Officers will receive base salaries in accordance with the following schedule effective January 1, 1983

Lieutenant	\$27,504.
Captain 1*	28,200.*
Captain 2	29,276.
Captain	30,352.
Battalion Chief	33,200.
Supervisor of Apparatus	33,200.
Deputy Chief	38,897.
Chief of Fire Prevention	38,897.
Chief of Fire	41,745.

\*Commencing with January 1, 1983, all Lieutenants promoted to Captain shall be initially designated as Captain 1. After 12 months of service, they will move on the salary guide to Captain 2, and following 12 months of service in that grade will move to Captain.

ARTICLE IX (Cont'd)

SALARIES

C. Effective July 1, 1983, all Fire Officers will begin receiving the former guaranteed overtime in base pay to devise the following schedule:

Lieutenant	\$28,808.1
Captain 1	29,542.
Captain 2	30,666.
Captain	31,791.
Battalion Chief	34,774.
Supervisor of Apparatus	34,774.
Deputy Chief	40,772.
Chief of Fire Prevention	40,772.
Chief of Fire	43,733.

D. Effective January 1, 1984, all Fire Officers will begin receiving salaries in accordance with the following schedule:

Lieutenant***	\$31,200.***
Captain 1*	31,900 *
Captain 2	32,895.*
Captain	33,318.
Battalion Chief	36,631.
Supervisor of Apparatus	36,631.
Deputy Chief**	43,500
Chief of Fire Prevention	43,500.
Chief of Fire**	46,619**

\*All promotions to these grades will be in accordance with paragraph B above.

ARTICLE IX (Cont'd)

SALARIES

\*\*Effective February 1, 1984, these titles will no longer be within the bargaining unit and will be treated in accordance with Article XXXIX, "Severance of Titles".

\*\*\*It is the intention of the parties that this rank of Lieutenant will cease to exist no later than February 1, 1984, and the parties agree that they will cooperate in seeking necessary Civil Service approval. Should Civil Service disapprove despite the parties wishes, it is agreed that negotiations shall be re-opened to establish a proper differential for the rank of Lieutenant only. It is agreed, however, that all employees in the rank of Lieutenant as of December 31, 1982 will receive salaries no less than that which they would have received if the intended promotions were permitted.

E. Effective January 1985, all Fire Officers will begin receiving salaries in accordance with the following schedule:

Captain 1	\$32,318.
Captain 2	33,018.
Captain	34,518.
Battalion Chief 1*	36,249.*
Battalion Chief	37,981.
Supervisor of Apparatus	37,981.
Chief of Fire Prevention	43,500.

\*Commencing with January 1, 1983, any Captain promoted to Battalion Chief shall be initially designated as Battalion Chief 1, and after 12 months of service in that grade shall move to Battalion Chief.

F. Effective January 1986, all Fire Officers salaries shall be based upon a formula based upon differentials between ranks. For 1986, the differential will be as follows:

ARTICLE IX (Cont'd)

SALARIES

Captain 1	\$2156 above top grade Fire-Fighter
Captain 2	4312 above top grade Fire Fighter
Captain	6500 above top grade Fire Fighter
Battalion Chief 1	1850. above top grade Captain
Battalion Chief	3700 above top grade Captain
Supervisor of Apparatus	3700 above top grade Captain
Chief of Fire Prevention	4000 above top grade Battalion Chief

G. Effective January 1987 all Fire Officer salaries shall be based upon the following differentials:

Captain 1	\$2000. above top grade Fire-Fighter
Captain 2	4000. above top grade Fire-Fighter
Captain	6000. above top grade Fire-Fighter
Battalion Chief 1	2000. above top grade Captain
Battalion Chief	4000. above top grade Captain
Supervisor of Apparatus	4000. above top grade Captain
Chief of Fire Prevention	2300. above top grade Battalion Chief.

H. In no event shall any Fire Officer receive a salary lower than that received in the preceding year, as a result of the differential between rank pay grade system.

## ARTICLE X

### LONGEVITY

Fire Officers will receive an annual longevity payment in accordance with the following schedules:

A. Fire Officers will receive an annual longevity payment in accordance with the following schedules:

1. For the period July 1, 1982 to and including September 30, 1983:

<u>Beginning first day of year</u>	<u>% of Base Pay</u>	<u>Through last day of year</u>
5	2	9
10	4	14
15	6	19
20	8	21
22	10	each thereafter

2. Commencing with October 1, 1983:

<u>Beginning first day of year</u>	<u>% of Base pay</u>	<u>Through last day of year</u>
4	2	7
8	4	11
12	6	15
16	8	19
20	10	22
23	12	each thereafter

## ARTICLE XI

### VACATIONS

A. Annual vacations shall be granted to all Fire Officers, with the exception of Fire Communication Officers, in accordance with the following schedule:

1. One (1) year of service to end of five (5) years of service. . . . . 25 working days
2. Five (5) years of service, and over. . . . . 30 working days

B. Vacation time from 7/1/82 through 7/1/85 of the contract shall be in compliance with the schedule appended to the Agreement. (Schedule to be worked out). It is understood that all chief officers with permanent line assignments shall pick by Division and Battalion as per past practice. For the off season vacation periods, all officers will pick within their ranks. The negotiating committee and the Director of Public Safety and Fire Services shall meet to arrange a mutually satisfactory procedure with respect to vacation picks for the summer for Captains and Lieutenants.

C. On January 1, vacation time of each employee for the ensuing year becomes vested.

D. Annual vacation for Fire Communications Officers shall be adjusted to conform as closely as possible to equal the number of calendar days granted all Fire Officers.

## ARTICLE XII

### INJURED - SICK LEAVE

A. If a member of the Fire Department is incapacitated and unable to work because of an injury sustained in the performance of his fire duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, not to exceed one (1) year, as determined by the Director of the Division of Medical Services and the Director of Fire and Safety Services. The granting of such sick leave shall not be unreasonably or arbitrarily withheld.

B. A Fire Officer shall be granted sick leave without loss of pay up to one (1) year for each illness, pursuant to N.J.S.A. 40A:14-16 as determined by the Director of the Division of Medical Services and the Director of Fire and Safety Services. The granting of such sick leave shall not be unreasonably or arbitrarily withheld.

C. Personnel suffering from heart and lung diseases, along with those with Jersey City Fire Department job connected disabilities will not be placed before the Pension Board for such disability-related severance except upon their own request.

## ARTICLE XIII

### INSURANCE

A. The City shall continue to provide the liability insurance coverage it presently maintains, including coverage on personal vehicles used on recalls. The City shall make known to the Union the amount and extent of coverage. The Union shall familiarize itself and its members of its contents.

B. The City shall supply to Fire Officers all necessary legal advice and counsel in the defense of or settlement of claims for personal injury, death or property damage arising out of or in the course of their employment and the City shall pay and satisfy all judgments against Fire Officers from such claims.

C. Hospitalization. The fire officers will receive fully paid Blue Cross, Blue Shield and Major Medical and Rider "J" to cover themselves and their dependents. The City reserves the right to replace the instant carrier with any other carrier provided substantially similar benefits are provided to the employee.

D. Life Insurance. The City will provide for Life Insurance in the amount of \$5,000.00 and additional accidental death and dismemberment insurance in the amount of \$5,000.00 for each fire fighter. It is the intent of the City to provide fire fighters with \$2,000.00 life insurance policy upon regular retirement provided that this is not in conflict with State Law.

E. The benefits and protections of N.J.S.A. 40A:14-26, as amended, are to be afforded Fire Officers as if set forth in full herein.

F. Qualified Fire Officers shall receive continued health

## ARTICLE XIII

### INSURANCE

insurance coverage paid for by the City after their retirement, as provided by City Ordinance.

#### G. Supplemental Benefit Plan

1. The City shall provide the Local Union a total of Six hundred Seventy-six Dollars (\$676.) pro-rated over a twelve (12) month period, or Fifty-six Dollars and Thirty-three cents (\$56.33) per month for each Fire Officer on the payroll on the first day of that month, which amount shall be used for a supplemental benefit plan.

2. Upon execution of this Agreement, the Union shall provide the Business Administrator of the City with copies of the most recent independent audits of each of the benefit funds set forth herein. Thereafter, the Business Administrator of the City will be provided with a copy of each annual audit upon its receipt by the Union.

3. The City may undertake to provide directly the benefits provided through the funds. This option shall be available upon the condition that the benefits put forth by the City are equal to or better than those currently provided by the Fund, and is in the nature of an "open panel" program. The Union shall have the right to negotiate with the City as to the equality of the level of benefits. Should these negotiations reach an impasse, either party may submit the matter to arbitration in accordance with the grievance procedure set forth in Article XXII

4. If the City exercises its option to provide the benefits it had funded, it shall ... inate its contribution to that

## ARTICLE XIII

### INSURANCE

Fund. Effective December 31, 1983, the Union shall supply the City with a list of the allocation of monies in the Supplemental Benefit Fund. Effective January 1, 1984, the City shall also eliminate from its contribution to the Supplemental Benefits Fund any additional monies (beyond that of December 31, 1983) used to augment any specific benefit which the City assumes, to a maximum of \$120.00 per Fire Fighter per year.

5. The Union agrees to provide the City with 90 days notice of the termination of any existing contract with providers. The City shall have thirty (30) days in which to invoke its options pursuant to paragraph 3. If the City assumes responsibility for providing any benefits hereunder it will hold the Union and its Trustees harmless from any claims of either providers or beneficiaries resulting from such takeover.

H. Smoke Inhalation - In any smoke inhalation case affecting an Officer within the unit, such Officer shall be taken out of service and given a complete examination.

In all cases where chest pains are reported by an Officer, such Officer shall immediately be taken out of service and provided with a complete and thorough examination at the expense of the City to assure the health and safety of such Officer.

ARTICLE XIV  
MUTUAL EXCHANGES OF TOURS OF DUTY

A. A mutual exchange of tours of duty between two (2) Fire Officers of equal rank will be granted upon written application to the Deputy Chief concerned, provided all other requirements of this Article are complied with. All pertinent information relating to the time requested and the date of repayment of such time will be contained in the original application, signed by both parties. All repayment of time will be carried out by the principals involved. If the date of repayment is unknown to the parties at the time of the request, it will remain blank. However, at least two (2) weeks prior to the repayment taking place, the parties will file a notice of date of repayment with the Deputy Chief.

B. A minimum of ten (10) hours notification will be required by the Deputy Chief concerned. In case of extreme emergency, the Deputy Chief on duty will waive the ten (10) hour notification.

C. Fire Officers making such exchange will have equal qualifications to serve in each other's place. Exchanges of tours or parts of tours will be for tours or parts of tours of equal length; that is, day tours or parts thereof will be exchanged for day tours, or parts thereof, and night tours or parts thereof will be exchanged for night tours or parts thereof. Such exchanges will neither be requested nor granted for any period of time during which either Fire Officer involved in the exchange is scheduled for formal training.

ARTICLE XIV

MUTUAL EXCHANGES OF TOURS OF DUTY

D. The only limitation shall be that no more than two (2) consecutive tours shall be granted, i.e. (20) hours; i.e. (28 hours).

E. Time shall be paid back within one (1) year.

F. Battalion and Division Offices shall maintain accurate records.

## ARTICLE XV

### HOLIDAYS

A. All Fire Officers shall receive a total of Fourteen (14) holidays in each of the years of the agreement, eight (8) of which shall be given as compensatory time and six (6) to be given on a cash basis based upon an 8.4 day at regular hourly rates.

B. In addition to the above referred to holidays, any day that is declared a holiday by the Mayor or Council of the City of Jersey City shall be deemed a holiday (compensatory day off).

C. Compensatory time shall be granted until the minimum on-duty strength has been reached. Thereafter, if necessary, additional officers shall be granted compensatory time and replaced by overtime personnel as per the following schedule: One (1) Deputy Chief, one (1) Battalion Chief, and four (4) Company Officers citywide by tour, shall be given compensatory days off during summer vacation periods in any one year if the department is operating below minimum strength; and one (1) Deputy Chief, two (2) Battalion Chiefs and eight (8) Company officers citywide by tour, shall be given compensatory days off at other times, in any one year if the department is operating below minimum strength. These limitations on compensatory time for officers, when the department is below minimum strength, shall not apply on the following holidays set forth below:

Thanksgiving Day and Night, Easter Day and Night, Christmas Eve, Christmas Day and Night, New Year's Eve, and New Year's Day.

ARTICLE XV

HOLIDAYS

D. The draw system shall be used in granting compensatory days off on holidays and the evenings before the holidays, Section E shall not apply to Section F.

E. Overtime granted to compensate for compensatory time below minimum manpower strength shall be drawn only from members who are on forty-eight (48) or seventy-two (72) hour leave. No member shall work more than twenty-four (24) hours continuous duty for the purpose of this section, except in cases of emergency.

F. Compensatory time off may be cancelled by the Fire Chief under emergency conditions. An emergency shall mean a situation that neither the employer nor the employee has control over, i.e., an act of God, a local catastrophe, or any unforeseen act that cannot be anticipated.

G. Paid Holidays - All Fire Officers shall receive their six (6) paid holidays in the first paycheck in the month of December.

ARTICLE XVI

CLOTHING ALLOWANCE

A. Employees employed by the City for the period between July 1, 1982 and December 31, 1982 shall receive a one time clothing maintenance allowance of Five hundred (\$500.00) Dollars, in addition to any other benefit set forth herein. Any employee on the pay-roll for only a portion of the six (6) months referenced in this paragraph shall receive a pro rata share of said Five hundred (\$500.00) Dollars.

B. All Fire Officers shall receive an annual clothing allowance which shall be paid 50% on January 1 and 50% on July 1 of each year. For the period from July 1, 1982 to June 30, 1985 the amount and schedules of payments shall be as follows:

<u>Annual Amount</u>		<u>Schedule of Payments</u>	
July 1982	\$390.	July 1, 1982	\$195.
January 1983	400	January 1, 1983	200.
July 1983	450.	July 1, 1983	225.
January 1984	500.	January 1, 1984	250
		July 1, 1984	250.
January 1985	580.	January 1, 1985	290.

ARTICLE XVII  
TERMINAL LEAVE

A. All Fire Officers who retire shall receive a cash payment of five (5) days pay for each year of service to the City of Jersey City. The daily rate shall be that earned immediately prior to retirement.

B. All Fire Officers who retire shall receive a mandatory cash payment in lieu of time off for any unused vacation time, to a maximum of the time to which the Fire Officer is entitled for his last two (2) years of service. In addition to the above, all Fire Officers shall receive a mandatory cash payment for all unused Compensatory time due them.

C. Except, however, if for any reason the City denies an employee a vacation period during his last two (2) years of active service, or if for any reason relating to his employment an employee is prevented from taking a vacation period during his last two (2) years of active service, then, and in that event, the limitation placed on the City's obligation for payment of up to two (2) years vacation time as part of the terminal leave program as set forth above shall not be applicable, and said employee, upon retirement, shall be entitled to receive payment for all unused vacation time to which the employee is otherwise entitled without limitation.

D. Each officer shall receive no later than January 31st each year a written record of all time due them.

E. ESTATE: For the purpose of this agreement, any Fire Officer who dies and, prior to their death was eligible for retire-

ARTICLE XVII (Cont'd)

TERMINAL LEAVE

ment, shall be considered a retired employee and the estate of the deceased shall receive a lump sum payment of terminal leave in accordance with this Article.

F. Any Fire Officer, whose retirement effective date is between February 1, 1984 and February 1, 1985, shall receive a cash payment of seven (7) days pay for each year of service to the City of Jersey City. The daily rate shall be that earned immediately prior to retirement. This benefit is in lieu of and not in addition to that set forth in paragraph A above.

G. The City and Union agree to explore a method by which the Fire Officer shall have the option of receiving the benefits of this Article in a manner which will legally permit deferment of taxes.

ARTICLE XVIII

FUNERAL LEAVE

A. A death in the Fire Officer's immediate family shall not be charged against his compensatory time. Time off shall be given from the day of death up to and including the day after the funeral, not to exceed five (5) calendar days. Immediate family shall be defined as follows: Mother, Father, Son, Daughter, Sister, Brother, Husband, Wife, Son-in-law, Brother-in-law, Grandparents, Spouse's grandparents, and Grandchildren, and any other relative living in the household.

B. One (1) day off will be granted any Fire Officer for attendance at the funeral services of the Aunt, Uncle, Niece, or Nephew, of the employee or his spouse. This day will be granted for the day of the funeral service.

C. Reasonable verification of the event and the familial relationship must be submitted within five (5) days of the employee's return to work.

ARTICLE XIX  
MILITARY LEAVE

A. The City hereby agrees to grant military leave to any employee in accordance with New Jersey State and Federal statutes.

B. All members of the National Guard or Reserves shall be granted time off with full pay to attend required drills. Such time off shall be in addition to vacation, sick, and administrative leave. The Director may, however, reschedule an employee's hours and days of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without need for additional time off.

## ARTICLE XX

### TRANSFERS

A. Transfers shall be made in accordance with the following procedure:

1. Permanent transfers shall be made on a seniority in rank basis and qualification.

2. Commencing in the month of September upon completion of summer vacations, the Department shall post in all installations on bulletin boards, once a year, all vacancies. Bidding shall take place for fifteen (15) days. The Department shall then process these bids; in no event shall it take more than eight (8) days to post these awards. The Department shall then post all vacancies created by the first round of bids by General Order which shall also contain the next date for the next round of bidding. The same procedure shall be followed as to bidding. The same procedure shall be followed for subsequent rounds. With respect to the picking of positions by Officers, there shall be three rounds.

3. Physical transfers of Officers, in accordance with this procedure, shall take place at the beginning of the next tour following January 1.

4. If a Fire Officer is assigned to a special detail or an appointed position, the vacancy created by the assignment shall be filled on a temporary basis (up to one (1) year). Upon termination of assignment or appointment, the Fire Officer involved shall have the right to return to his original assignment for up to one (1) year from date of appointment or thereafter, to any

ARTICLE XX (Cont'd)

TRANSFERS

assignment or appointment made available by the Fire Department.

5. Involuntary transfers shall be made only for good cause.

B. For the purpose of replacement of Fire Officers on compensatory time, leave and vacations, transfers will be made from a rotating list in each Battalion. Fire Officers will have the right to return to their permanent assignment at the end of one vacation period.

C. Temporary reassignments will be made from the group designated by the Department, by offering the position to all Fire Officers, in order of seniority. In the event no Fire Officer accepts the temporary reassignment, the least senior Fire Officer will be reassigned. No temporary reassignment will be made for more than twelve (12) months.

ARTICLE XXI  
POLICE DUTIES

A. Fire Officers shall not be required to perform any Police duties except in the issuance of summons in accordance with N.J.S.A. 40A:14-30.

B. The City shall not require a Fire Officer to order the use of, direct the use of, or man hose streams or any other devices or appliances, or to take part actively, in the quelling of any civil disorder.

C. In addition to the Police Functions enumerated in this Article, no Officer shall be required to order the closing of fire hydrants where there is a possibility of physical injury to himself or Fire Fighters.

ARTICLE XXII  
CONTRACTUAL GRIEVANCE PROCEDURES

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement, and to resolve grievances as soon as possible so as to assure efficiency and promote Fire Officer morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein will be construed as limiting the right of any Fire Officer having a grievance to discuss the matter informally with the Director or Chief of Department, and having the grievance adjusted, provided the Union is present and the settlement does not violate the contract.

B. Definition

The term grievance as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by any Fire Fighter or the Union.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and will be followed in its entirety unless any step is waived by mutual consent.

ARTICLE XXII (Cont'd)

CONTRACTUAL GRIEVANCE PROCEDURES

Step 1.

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) days after grievant became aware, or should have become aware, through diligent inquiry, but in no event more than sixty (60) days after the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate Supervisor, for the purpose of resolving the matter informally. Failure to act within said periods set forth above shall be deemed to constitute an abandonment of the grievance.

2. The immediate Supervisor shall render a decision in writing within five (5) days after receipt of the grievance.

Step 2.

If the grievance is not settled through Step 1, the same shall be reduced to writing by the Union and submitted to the Fire Chief, or any person designated by him within five (5) days following the determination by the immediate supervisor, and the answer to such grievance shall be made in writing with a copy to the Union within five (5) days following submission.

Step 3.

If the grievance is not settled at Steps 1 and 2, then the Union shall have the right to submit such grievance to the Director of Fire and Safety Services within five (5) days following the determination of Step 2. A written answer to said grievance shall be served upon the individual and the Grievance Committee within ten (10) days after submission.

ARTICLE XXII (Cont'd)

CONTRACTUAL GRIEVANCE PROCEDURES

Step 4

1. If the grievance is not settled through Steps 1, 2 and 3, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Director or Chief. An Arbitrator will be selected pursuant to the rules of the Public Employment Relations Commission.

2. However, no arbitration hearing will be scheduled sooner than thirty (30) days after the final decision of the Director. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing will be cancelled and the matter withdrawn from arbitration, and the Union will pay all costs incurred by the City as a result of such improper submission.

3. The arbitrator so selected shall confer with the representatives and hold hearing promptly and shall issue his decision no later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived then from the date the final statements and proofs on the issues are submitted to him.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of or adds to the terms of this agreement. He shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involving the grievance, and render a decision in accordance with the weight

ARTICLE XXII (Cont'd)

CONTRACTUAL GRIEVANCE PROCEDURES

of the evidence. The decision of the arbitrator shall be submitted to the City and the Union and shall be final and binding on both parties.

4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be born equally by the City and the Union. Any other expenses incurred shall be paid by the party incurring them.

5. The decision will be final and binding on both parties.

6. Nothing herein will prevent any Fire Officer from processing his own grievance, provided that the Union may be present at such hearings, and further provided, that no settlement with any such individual Fire Officer shall violate this agreement.

D. The Union President, or his authorized representative, may report an impending grievance to the Director of Fire and Safety Services in an effort to forestall its occurrence.

E. Since adequate grievance procedures are provided in this Agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Fire Department.

## ARTICLE XXIII

### NON-CONTRACTUAL GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement and to resolve grievances as soon as possible so as to assure efficiency and promote Fire Officer morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein will be construed as limiting the right of any Fire Officer having a grievance to discuss the matter informally with the Director or Chief of Department, and having the grievance adjusted, provided the Union is present, and the settlement does not violate the contract.

#### B. Definition

The term grievance as used herein means any controversy arising over the interpretation or adherence to, or the application of, City's policies or administrative decisions to any non-contractual terms and conditions of employment of employees covered by this Agreement.

#### C. Steps of the Grievance Procedure

##### Step 1.

1. An aggrieved Fire Officer will institute action under the provisions hereof within thirty (30) days after grievant became aware, or should have become aware, through diligent inquiry, but in no event more than sixty (60) days after the occurrence of the grievance and an earnest effort will be made to settle the difference

ARTICLE XXIII (Cont'd)

NON-CONTRACTUAL GRIEVANCE PROCEDURE

between the aggrieved Fire Officer and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said periods set forth above will be deemed to constitute an abandonment of the grievance.

2. The immediate supervisor will render a decision in writing within five (5) days after receipt of the grievance.

Step 2.

1. In the event the grievance is not settled through Step 1, it will be filed with the Deputy Chief within five (5) days following the determination by the immediate supervisor.

2. The Deputy Chief, or his designee, will render a decision in writing within five (5) days from receipt of the grievance.

Step 3.

1. In the event the grievance has not been resolved through step 2, then within five (5) days of receipt of the determination of the Deputy Chief, or his designee, the matter may be submitted to the Chief of the Department and the Director.

2. Any such grievance shall be submitted within five (5) days to a committee consisting of one representative of the IAFF and one representative of management who will review the grievance and submit a written recommendation to the Director within five (5) days.

3. The Director will submit a written answer within ten (10) business days from receipt of the recommendation. The decision of the Director shall be final with respect to all non-contractual grievances.

ARTICLE XXIV  
TUITION REIMBURSEMENT

A. When funds become available, the Business Administrator agrees to designate two (2) people, and the Union agrees to designate two (2) people who shall constitute a tuition reimbursement committee. This committee shall be charged with establishing equitable criteria for the administration of the program.

All courses taken must be applicable toward a degree in their profession and passing grades are required for tuition reimbursement consideration.

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ARTICLE XXV

CREW REQUIREMENTS

A. The City will maintain full quotas of Fire Officers at all levels of command to insure proper operation of the Fire Department whenever and wherever possible.

B. The City agrees that in order to effectively run a Fire Department the maintenance of certain institutions are in the best interests of the City. Therefore, the City agrees that it shall endeavor to maintain a Training School, Signal Alarm Operators Division, Fire Prevention and Hotel Bureau, Repair Shop, Hose Shop, Division of Medical Services, Community Relations Bureau, Research and Planning and necessary and proper clerical positions staffed with uniformed Fire Fighters and Fire Officers as necessary.

C. Any Officer permanently assigned to such detail who is reassigned therefrom due to a contraction of the work force shall be placed on a preferential reassignment list, and returned to detail in the event of a vacancy.

D. Current work hours shall be as established in this agreement.

ARTICLE XXVI

EARLY RELIEFS

Fire Officers will be entitled up to ninety (90) minutes early relief upon the arrival of his or her relief, provided no claim for overtime compensation results from such relief.

ARTICLE XXVIII

APPLICABLE LAWS

A. The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify applicable provisions of New Jersey State laws.

B. Employees shall retain all civil rights under New Jersey State Law and under Federal Law consistent with their duties as Fire Officers.

C. Employees shall retain all retirement and pension rights under New Jersey Law and under Ordinances of the City of Jersey City.

ARTICLE XXIX  
EMPLOYEES AFFECTED

A. This Agreement shall be in effect and the benefits thereof shall apply (unless otherwise noted) to all Fire Officers who are on the payroll and employed by the City of Jersey City on July 1, 1982, or in the case of death to their estates.

ARTICLE XXX

CHANGES, SUPPLEMENTS OR ALTERATIONS

A. Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree, in writing.

ARTICLE XXXI  
SAVINGS CLAUSE

A. If any provision of this Agreement, or any application of this Agreement, to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement, and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

ARTICLE XXXIII

FACILITIES MAINTENANCE

A. The City agrees that it is in the best interest of all parties concerned that they maintain facilities where Fire Officers are employed in the highest manner as to sanitation, cleanliness, and repair. This does not include present committee (i.e. maintenance) work carried out by Fire Fighters.

B. IAFF, Local 1064, shall be permitted to maintain offices at 139 South Street. However, if the City deems it necessary to sell or utilize said building for other purposes, IAFF Local 1064 shall be provided with comparable office space.

C. The Jersey City Firemen's Federal Credit Union shall be permitted to maintain offices at 666 Summit Avenue. However, if the City deems it necessary to sell or utilize said building for other purposes, the Jersey City Firemen's Federal Credit Union shall be provided with comparable office space.

D. All new facilities shall be equipped with exhaust ventilation systems for the apparatus floor.

ARTICLE XXXV

SAFETY & HEALTH COMMITTEE

A. The City shall appoint two (2) people and the Union shall appoint two (2) people which shall constitute the Safety & Health Committee.

B. The Safety & Health Committee shall be charged with improvement of the safety and health program.

C. The Safety & Health Committee shall meet quarterly at Fire Headquarters. There shall be no other organization permitted to participate without the consent of both the City and the Union.

ARTICLE XXXIV

LINEN SERVICES

A. The City shall provide linen services for all line Fire Officers, within the Fire Stations throughout the City.

ARTICLE XXXVI

COMMENDATIONS & HONORABLE MENTIONS

A. It is the desire of the City of Jersey City to award in a tangible way those of its Fire Officers who perform their duties in an exemplary fashion.

B. Any Fire Officer earning the award of Honorable Mention shall receive two (2) days of compensatory time off.

C. Any Fire Officer receiving a Commendation shall receive (1) compensatory day off.

D. The President of the Union shall designate one Fire Officer to the Departmental Awards Committee.

E. The City and the Union, during the first week in December, shall choose a "Fire Officer of the Year" (Award) for his or her actions above and beyond the call of duty to the City of Jersey City and the Jersey City Fire Department. With this Award and distinction, said Fire Officer shall receive an additional two (2) compensatory days off, above and beyond any time off received for his or her previous actions.

F. The City shall provide a laminated ID card indicating that the Fire Officer is retired from the Jersey City Fire Department.

ARTICLE XXXVII  
DISCIPLINARY HEARINGS

A. No hearing shall take place without the Union being first notified and the member must be given sufficient time to receive counsel, no less than five (5) days excluding weekends and holidays.

B. There shall be two (2) types of hearings:

1. Formal
2. Informal

C. Formal Hearings

Formal hearing shall be held before a tribunal of officers. There shall be a transcript, taped or written, of all proceedings. A decision as to guilt shall be rendered within one (1) hour of the close of formal presentations.

The panel shall recommend to the Director of Fire a suitable punishment if found guilty.

The Director of Fire shall have the final discretion as to the penalty, which must be rendered within thirty (30) days of the close of trial.

D. Informal Hearings

Informal hearings shall be conducted by the Director of Fire, with the officer, and a Union representative present. There shall be no written or taped record of the proceedings. The officer retains the right to appeal as to the extent of the sentence to Civil Service, if applicable, or an arbitrator, but only to one.

E. Written Reprimands

A written reprimand must be served upon the officer within five (5) days of the occurrence for which the reprimand is being given.

ARTICLE XXXVII(Cont'd)

DISCIPLINARY HEARINGS

The officer shall retain the right to appeal a written reprimand to the Director of Fire.

In all cases an officer shall be allowed to respond in writing for the record.

F. Oral reprimand

An oral reprimand shall be just what it implies. There shall be no written record, except in the Journal where assigned.

ARTICLE XXXVIII

DISCHARGE AND DISCIPLINE

A. No Fire Officer will be disciplined or discharged except for just cause. This paragraph shall apply to disciplinary action which is not reviewable to Civil Service only if a final legal determination results in a decision that such matters are arbitrable.

B. No Fire Officer will be disciplined or called to a meeting that would result in discipline without a Union Representative present.

C. Disciplinary action with the exception of verbal warnings are to be presented on a "Disciplinary Action Form" with a copy made available to the Fire Officer at the time of discipline.

D. The City will notify the Union in writing of any discharge or suspension within three (3) days (excluding weekends and holidays) after the Fire Officer is discharged or suspended.

E. If a Fire Officer is discharged or suspended, he or she may elect to proceed to arbitration or Civil Service proceedings, but not both. This paragraph shall apply to disciplinary action which is not reviewable to Civil Service only if a final legal determination results in a decision that such matters are arbitrable.

## ARTICLE XXXIX

### SEVERANCE OF TITLES

A. As of February 1, 1984, the Chief of the Department (hereafter "Chief") and Deputy Chiefs will be removed from the bargaining unit. In doing so, the parties acknowledge that the Chief is a managerial executive, while Deputy Chiefs retain their status in Supervisors, with bargaining rights under applicable state statutes. Accordingly, during the term of this collective negotiations contract between the City and Local 1064 (hereafter the "contract"), the Deputy Chiefs will be free to form a separate supervising unit and assert any negotiating rights they have, without any attempt by the City to divest them of such rights, by a proceeding before the Public Employment Relations Commission (PERC) or otherwise, until June 30, 1987.

B. Immediately upon execution of the contract, all Deputy Chiefs who were reduced in rank in September 1983 will be restored to their positions as Deputy Chief, with all retroactive compensation and benefits specified in the contract as if they were never reduced in rank.

C. Up to their removal from the Local 1064 unit, the Chief and the Deputy Chiefs will receive all benefits as specified in the contract.

D. By this agreement, the rights of the Chief and Deputy Chiefs to such terminal leave and accumulated compensatory time as they have acquired as of February 1, 1984 shall be vested as of that date. In addition, for any Chief or Deputy Chief who retires between February 1, 1984 and February 1, 1985 the terminal leave benefit

ARTICLE XXXIX (Cont'd)

SEVERANCE OF TITLES

will be increased to seven (7) days for each year of service.

E. The parties also recognize that pursuant to state statute, there will be no reduction in the salary (including longevity), or a reduction in minimum insurance benefits provided by the State Health Benefits Plan, or the current sick leave programs which apply to uniformed personnel, except as the Deputy Chiefs may negotiate with the City.

F. Any agreement between the parties shall not impair any individual rights granted to the Chief of Deputy Chiefs under Civil Service or other state or federal statutes.

ARTICLE LX  
DURATION OF AGREEMENT

THIS AGREEMENT will be effective as of July 1, 1982 and terminate on midnight of June 30, 1987. All provisions hereof, except Article IX, "Salaries", and this Article, "Duration of Agreement", shall be subject to reopening for modification effective July 1, 1985. Parties agree that all provisions of this Agreement shall remain in effect until a successor agreement has been executed. Negotiations for the reopener shall commence no earlier than June 15, 1985.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals at Jersey City, New Jersey, on this       day of       , 1983.

JERSEY CITY FIRE OFFICERS  
ASSOCIATION, LOCAL 1064,  
AFL-CIO

BY: \_\_\_\_\_  
President, Local 1064

\_\_\_\_\_  
Vice President, Local 1064

CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY

BY: \_\_\_\_\_ Mayor

\_\_\_\_\_  
Business Administrator